

St. Louis City Ordinance 63045

FLOOR SUBSTITUTE

BOARD BILL NO. [93] 207

INTRODUCED BY ALDERMAN JO ANNE WAYNE

An Ordinance recommended by the Airport Commission, the Board of Public Service and the Board of Estimate and Apportionment authorizing and directing the Mayor and the Comptroller to execute an Easement Agreement between the City of St. Louis and the Shell Pipe Line Corporation for the construction, operation and maintenance of underground lines and related facilities for the transportation of oil, petroleum or any of its products, gas, water and other substances under certain conditions on property owned by the City of St. Louis and located on Lambert St. Louis International Airport in St. Louis County, as herein described in Section One of this Ordinance; appropriating from the Airport Development Fund the sum of Five Hundred Thousand Dollars (\$500,000.00) to authorize the City to pay fifty percent (50%) of the actual total cost of the relocation of an existing pipeline which is owned and operated by the Shell Pipe Line Corporation on property owned by the City of St. Louis up to a maximum City payment of Five Hundred Thousand Dollars (\$500,000.00); authorizing and directing the Board of Public Service to enter into a Reimbursement Agreement with the Shell Pipe Line Corporation to provide for the City's reimbursement of the Shell Pipe Line Corporation for fifty percent (50%) of the actual cost of the required relocation of the above pipeline up to a maximum City payment of Five Hundred Thousand Dollars (\$500,000.00) and to enter into such other contracts and perform such other actions as are necessary to provide for carrying out the provisions of this Ordinance; and containing an emergency clause.

WHEREAS, the Shell Pipe Line Corporation currently operates and maintains underground lines and related facilities on property owned by the City of St. Louis and located on Lambert St. Louis International Airport in St. Louis County, under authority of an Easement Agreement authorized by Ordinance 59593, approved November 8, 1985; and

WHEREAS, the Easement Agreement which was authorized by Ordinance 59593 and which is contained in Section One of said Ordinance provides that "The total, actual and indirect costs of any future relocation of the facilities within or outside this Easement Area required by the Airport Director shall be shared equally by the City and Shell"; and

WHEREAS, the construction and improvement of the facilities of Lambert St. Louis International Airport, and particularly the expansion of the East Terminal, require the relocation of some of the underground lines and related facilities currently operated and maintained by the Shell Pipe Line Corporation and the execution of a new Easement Agreement to permit this relocation.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

Section One. The Mayor and Comptroller of the City of St. Louis are hereby authorized and directed to execute an Easement Agreement between the City of St. Louis and the Shell Pipe Line Corporation for the construction, operation and maintenance of underground lines and related facilities for the transportation of oil, petroleum or any of its products, gas, water and other substances under certain conditions on property owned by the City of St. Louis and located on Lambert St. Louis International Airport in St. Louis County, which Easement Agreement shall read in words and figures as follows.

LAMBERT ST. LOUIS

INTERNATIONAL AIRPORT

EASEMENT AGREEMENT

(SHELL PIPE LINE CORPORATION)

The City of St. Louis, a municipal corporation of the State of Missouri (hereinafter referred to as "the City") acting through its Mayor and Comptroller, in consideration of the mutual agreements set forth herein, hereby grants to the Shell Pipe Line Corporation (hereinafter referred to as "Shell") an easement described as follows and under the terms and conditions which follow the legal description of the easement:

Beginning at a valve located in the Allied Aviation Fueling Company property, from which point the intersection of the Westerly line of U.S. Survey 656 and the Northerly right of way line of Interstate Highway 70 bears South 65 degrees 18' 17.6" East a distance of 4403.03 feet; thence South 9 degrees 18' 26" West a distance of 6.25 feet to a point; thence along a curve to the left having a radius of 10 feet and an arc length of 16.39 feet to a point; thence South 84 degrees 36' 16" East a distance of 40.26 feet to a point; thence along a curve to the right having a radius of 10 feet and an arc length of 14.92 feet to a point; thence South 0 degrees 53' 56" West a distance of 194.24 feet to a point; thence along a curve to the left having a radius of 13 feet and an arc length of 18.69 feet to a

point; thence South 81 degrees 29' 20" East a distance of 85.38 feet to a point; thence along a curve to the right having a radius of 8 feet and an arc length of 12.66 feet to a point; thence South 9 degrees 10' 50" West a distance of 74.41 feet to a point; thence along a curve to the left having a radius of 7 feet and an arc length of 11.38 feet to a point; thence South 83 degrees 56' 58" East a distance of 100.32 feet to a point; thence North 89 degrees 31' 22" East a distance of 632.90 feet to a point; thence along a curve to the left having a radius of 55 feet and an arc length of 17.00 feet to a point; thence North 71 degrees 48' 58" East a distance of 79.87 feet to a point; thence along a curve to the right having a radius of 10 feet and an arc length of 6.22 feet to a point; thence South 72 degrees 31' 41" East a distance of 522.04 feet to a point; thence South 67 degrees 32' 24" East a distance of 168.81 feet to a point; thence South 70 degrees 16' 07" East a distance of 656.33 feet to a point; thence along a curve to the right having a radius of 990 feet and an arc length of 209.78 feet to a point; thence South 58 degrees 07' 40" East a distance of 567.78 feet to a point; thence South 57 degrees 46' 21" East a distance of 461.00 feet to a point; thence South 56 degrees 01' 59" East a distance of 809.16 feet to a point; thence along a curve to the left having a radius of 10 feet and an arc length of 15.82 feet to a point; thence North 33 degrees 18' 29" East a distance of 105.60 feet to a point; thence along a curve to the right having a radius of 6 feet and an arc length of 9.58 feet to a point; thence South 56 degrees 49' 36" East a distance of 56.48 feet to a point; thence South 55 degrees 55' 03" East a distance of 63.24 feet to a point; thence South 55 degrees 46' 46" East a distance of 320.13 feet to a point; thence along a curve to the left having a radius of 1145.92 feet and an arc length of 159.44 feet to a point; thence along a curve to the left having a radius of 1145.92 feet and an arc length of 35.98 feet to a point; thence along a curve to the left having a radius of 75 feet and an arc length of 98.28 feet to a point; thence North 37 degrees 24' 40" East a distance of 41.71 feet to a point; thence along a curve to the right having a radius of 175 feet and an arc length of 258.43 feet to a point; thence South 60 degrees 21' 44" East a distance of 486.97 feet to a point; thence South 58 degrees 53' 15" East a distance of 140.13 feet to a point; thence South 63 degrees 11' 07" East a distance of 93.56 feet to a point; thence South 67 degrees 22' 50" East a distance of 231.08 feet to a point; thence south 55 degrees 53' 52" East a distance of 164.54 feet to a point; thence South 75 degrees 33' 57" East a distance of 89.61 feet to a point; thence South 76 degrees 23' 27" East a distance of 59.80 feet to a point; thence South 75 degrees 47' 52" East a distance of 72.74 feet to a point; thence South 75 degrees 24' 38" East a distance of 45.53 feet to a point; thence South 78 degrees 56' 46" East a distance of 51.65 feet to a point; thence South 78 degrees 10' 31" East a distance of 34.80 feet to a point; thence South 82 degrees 53' 45" East a

distance of 58.62 feet to a point; thence North 86 degrees 00' 06" East a distance of 168.85 feet to a point; thence North 89 degrees 36' 41" East a distance of 107.06 feet to a point; thence North 70 degrees 50' 01" East a distance of 243.27 feet to a point; thence North 60 degrees 11' 41" East a distance of 295.02 feet to a point; thence North 61 degrees 36' 48" East a distance of 177.20 feet to a point; thence North 28 degrees 36' 25" East a distance of 167.27 feet to a point; thence North 16 degrees 43' 40" East a distance of 300.92 feet to a point; thence along a curve to the right having a radius of 10 feet and an arc length of 5.14 feet to a point; thence North 45 degrees 15' 17" East a distance of 265.60 feet to a point; thence along a curve to the right having a radius of 20 feet and an arc length of 14.97 feet to a point; thence North 87 degrees 52' 35" East a distance of 943.47 feet to a point; thence along a curve to the left having a radius of 15 feet and an arc length of 14.58 feet to a point; thence North 32 degrees 11' 06" East a distance of 1178.16 feet to a point; thence along a curve to the left having a radius of 10 feet and an arc length of 15.72 feet to a point; thence North 57 degrees 52' 58" West a distance of 2265.99 feet to a point; thence along a curve to the right having a radius of 180 feet and an arc length of 64.86 feet to a point; thence North 37 degrees 14' 10" West a distance of 340.49 feet to a point; thence along a curve to the right having a radius of 25 feet and an arc length of 8.66 feet to a point; thence North 17 degrees 22' 47" West a distance of 32.85 feet to a point; thence along a curve to the right having a radius of 65 feet and an arc length of 25.28 feet to a point; thence North 04 degrees 43' 38" East a distance of 473.18 feet to a point; thence North 02 degrees 42' 32" East a distance of 384.22 feet to a point; thence North 0 degrees 58' 46" East a distance of 365.15 feet to a point; thence North 0 degrees 18' 20" East a distance of 397.26 feet to a point; thence North 0 degrees 29' 05" East a distance of 350.99 feet to a point that point being a valve located in the island formed by the intersection of James S. McDonnell Boulevard, Airport Road and Brown Road.

1. Use. Shell may use this Easement Area only for the construction, operation and maintenance of underground lines and related facilities for the transportation of oil, petroleum or any of its products, gas, water and other substances.

2. Security. Shell recognizes that the Federal Aviation Administration (FAA) has established certain controls and restrictions in areas of the easement, where the easement crosses the Air Operations Area and agrees to be bound by all lawful rules and regulations of the FAA and the City in this regard. Shell further agrees that should the FAA assess a fine against the City for an action of or a failure to act by Shell, Shell will promptly reimburse the City for the amount of the fine.

3. Indemnification. Shell agrees to indemnify and save harmless the City, its Board of Aldermen, Airport Commission, officers, agents and employees from and against any and all loss of or damage to property of third persons, or injuries to, or death of, any person or persons, and from any actions or proceedings of any kind whatsoever, in any way resulting from or arising out of the acts and omissions of officers and employees of Shell arising out of this Agreement or the use and occupancy of the Easement Area and the Airport except for loss or damage to property or injury or death to persons resulting from the sole negligent acts or omissions of the City. Shell agrees to defend the City in any action or proceeding brought thereon. City agrees to give prompt notice of any claims. Shell shall have the right to defend, compromise, or settle to extent of Shell's interest.

4. Term. The term of this Easement Agreement shall be effective as of the date on which it is executed and shall end only if and when and to the extent that Shell abandons its facilities within the Easement Area.

5. Future Relocation. The total, actual and indirect costs of any future relocation of the facilities within or outside this Easement Area required by the Airport Director shall be shared equally by the City and Shell. Should relocation be deemed necessary by the Airport Director, Shell will, upon 90 days written notice and confirmation of the City's portion of funding, commence to relocate its facilities to an area mutually agreeable to the parties. Such relocation shall be completed by Shell in a timely manner. It is mutually understood by the parties that any relocation for Shell's sole benefit or use that does not directly result from the development of Airport Property shall be at Shell's sole expense. Notwithstanding the above, the City agrees that Shell may seek and recover (from parties other than the City, including federal and state entities) Shell's cost to relocate Shell's facilities which are made necessary by such parties' operations or uses of the Easement Area.

6. Restoration. Shell shall not change the existing ground elevation or drainage pattern. All surfaces shall be restored as nearly as is reasonably practicable to their original conditions after completion of the initial or any subsequent construction or repairs. Shell shall reimburse private owners who lease airport land, for damages to tilled land, crops or other property.

7. Access. Shell has the right of free access to the Easement Area for its employees and agents except that access to areas within the Air Operations Area is restricted in accordance with Section 2 above. Shell will give City at least 24 hours notice of its need to enter the Easement Area for non emergency purposes.

8. Interference to Air Navigation. Shell agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation regulations or subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain on the Easement Area. Any obstructions will be removed by Shell at its expense. Shell agrees not to increase the height of any structure or objects or permit the growth of plantings of any kind or nature whatsoever that would interfere with the line of sight of the control tower and its operations. Shell further agrees not to install any structures, objects, machinery or equipment that would interfere with operation of navigation aides or that would interfere with the safe and efficient operations of the Airport, or interfere with the operations of other tenants and users of the Airport.

9. Right Limited. No rights, except those specifically set out in this Agreement, are granted to Shell.

10. Release of Existing Rights. Shell hereby releases all pre existing rights it holds within the boundaries of Lambert St. Louis International Airport.

IN WITNESS WHEREOF, the parties have set their hands and seals on this day of 1993,

THE CITY OF ST. LOUIS

Mayor, City of St. Louis

SHELL PIPE LINE CORPORATION

COUNTERSIGNED

Comptroller, City of St. Louis Secretary

ATTEST:

APPROVED AS TO FORM:

City Counselor, City of St. Louis

Register, City of St. Louis

STATE OF MISSOURI)

) ss.

CITY OF ST. LOUIS)

On this day of 1993, before me appeared and , to me personally known, who being by me duly sworn, did say that they are the Mayor and Comptroller, respectively, of the City of St. Louis, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said municipal corporation and that said instrument was signed and sealed in behalf of said corporation pursuant to Ordinance Number , approved , 1993.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the City of St. Louis, aforesaid, the day and year first above written.

Notary Public

STATE OF)

) SS.

On this day of 1993, before me appeared , to me personally known, who, being by me duly sworn did say that he is the of Shell Pipe Line Corporation and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my notarial seal in the County of and State of , the day and year last above written.

My commission expires:

Notary Public

Section Two. The sum of Five Hundred Thousand Dollars (\$500,000.00) is hereby appropriated from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, to authorize the City to pay fifty percent (50%) of the total cost of the relocation of an existing pipeline which is owned and operated by the Shell Pipe Line Corporation on property owned by the City of St. Louis up to a maximum City payment of Five Hundred Thousand Dollars (\$500,000.00).

Section Three. The Board of Public Service is hereby authorized and directed to enter into a Reimbursement Agreement with the Shell Pipe Line Corporation

to provide for the City's reimbursement of the Shell Pipe Line Corporation for fifty percent (50%) of the actual cost of the required relocation of the above pipeline up to a maximum City payment of Five Hundred Thousand Dollars (\$500,000.00) and to enter into such other contracts and perform such other actions as are necessary to provide for carrying out the provisions of this Ordinance.

Section Four. This being an Ordinance deemed necessary for the immediate preservation of public health and safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter, and shall become effective immediately upon approval by the Mayor of the City of St. Louis.

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
10/15/93	10/15/93	T&C		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
12/10/93			12/17/93	12/17/93
ORDINANCE	VETOED		VETO OVR	
63045				